

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **NO4088**Due Date: **05/11/04 at 3:00 P.M.**

Date Sent: April 26, 2004

Agency Contract

Goods and services to be
 purchased:

AGENCY CONTRACT - OPTOMETRY SERVICES FOR THE UTAH STATE HOSPITAL**Please complete**

| | | | |
|---|--|-----------------------------------|----------|
| Company Name | | Federal Tax Identification Number | |
| Ordering Address | City | State | Zip Code |
| Remittance Address (if different from ordering address) | City | State | Zip Code |
| Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government | Company Contact Person | | |
| Telephone Number (include area code) | Fax Number (include area code) | | |
| Company's Internet Web Address | Email Address | | |
| Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) | Days Required for Delivery After Receipt of Order (see attached for any required minimums) | | |
| <p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p> | | | |
| Offeror's Authorized Representative's Signature | | Date | |
| Type or Print Name | | Position or Title | |

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: NO4088

Due Date: 05/11/04

Vendor Name:

AGENCY CONTRACT - OPTOMETRY SERVICES FOR THE UTAH STATE HOSPITAL, PER THE ATTACHED REQUEST FOR PROPOSAL SPECIFICATIONS.

QUESTIONS ON SPECIFICATIONS CALL DAVID NICHOLSON AT (801) 344-4212.

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL NANCY ORTON AT (801) 538-3148.

RX: 200 42000000027

COMMODITY CODE: 94868

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written

approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 14 Mar 2003 - RFP Instructions)

REQUEST FOR PROPOSAL
Agency Contract - Optometry Services
Solicitation #NO4088

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide optometry services to the patients residing at the Utah State Hospital. It is anticipated that this RFP may result in a contract award to a single contractor.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

BACKGROUND

The Utah State Hospital (USH) is a 24-hour inpatient psychiatric facility located in Provo, Utah. The Hospital serves people who experience severe and persistent mental illness. It provides active psychiatric treatment services for 328 patients. The Hospital serves all age groups and covers all geographic areas of the State. The Utah State Hospital is Joint Commission accredited and HCFA certified. The Hospital provides optometry services to its patients through a contract provider.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of Division of Mental Health-Utah State Hospital. The reference number for the transaction is Solicitation #NO4088. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

One original and three identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of two (2) years.

The contract may be extended beyond the original contract period for up to four (4) additional years at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for entire term of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include the State's standard terms and conditions. These may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

QUESTIONS

All questions must be submitted in writing and may be submitted to Sandie Chapman via email at schapman@utah.gov via fax at: 801-344-4622. Questions are due by 5:00 p.m. on May 3, 2004. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials

submitted become the property of the State of Utah and may be returned only at the State's option.

DETAILED SCOPE OF WORK

Work Statement:

1. **Service Statement:** The Hospital requires that the qualified individual provide complex optometric examinations to the patients of the hospital and also provide treatment of ophthalmic conditions which are within the scope of practice of an Optometrist. The qualified optometrist will also assist in developing standards for Optometry Services at the hospital.
2. **Statement of Service Goals:** These services will enhance the quality of patient care provided at the hospital. Optometry services are essential in the provision of quality care of the mentally ill population as well as in preventive eye care for this same population.
3. **Clientele:** The provider will be working directly with the Utah State Hospital patients and in consultation with the medical and psychiatric staff of the hospital. He/She will also work with the staff of the hospital in providing quality patient care.
4. **Location:** The provider will be required to see patients in the Clinic at the Utah State Hospital in Provo, Utah.
5. **Facilities and Equipment:** The Utah State Hospital will provide optometry equipment in order for the contractor to successfully meet the requirements of this contract.
6. **Stages of Work:** The provider is expected to meet with clients at regularly scheduled clinic times as determined by the Clinic Manager.
7. **Description:** Any or all of the following services are to be provided:
 - a. Provide optometric consultations for all patients as requested by Hospital physicians.
 - b. Provide diagnostic testing, treatment, and preventative services in eye care to the patients of the Hospital.
 - c. Provide eye glasses, frames, contacts, perform repairs, and provide warranties at a nominal cost as detailed in the provider's response.
 - d. Assist in writing standards for optometry services as a part of the Utah State Hospital medical staff.

- e. Assist in monitoring the quality of patient care in the area of optometric services provided at the hospital.
- f. Teach and consult with the medical staff and nursing staff and other professional staff in the area of optometry as it relates to quality patient care.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 1. Standards of Performance Measurement: In proposal response, the Offeror should indicate their prior experience providing like services and should indicate experience working with a mentally ill population.
- 2. Licensing and Professional Certification: The Provider must meet the licensing requirements set forth for this area of medical practice by the State of Utah.
- 3. Company to be licensed

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

- 1. **RFP Form.** The State's Request for Proposal form completed and signed.
- 2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
- 4. **Cost Proposal.**

How Services will be priced: The provider will offer services at a n hourly rate. This rate should be included in the proposal. Glasses, frames, contacts, repairs, and warranties are to be listed as a % discount from the published price list.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

| Weight | Evaluation Criteria |
|---------------|---|
| 40% | Cost |
| 20% | Demonstrated ability to meet the scope of work |
| 15% | Demonstrated technical capability (proven track record), etc. |
| 15% | Qualification and expertise of optometrist for this project |
| 10% | Performance references for similar projects. |

TITLE OF PROJECT AND SOLICITATION #NO4088

RFP EVALUATION SCORESHEET

Firm Name: _____.

Evaluator: _____.

Date: _____.

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

| | | Score | Weight (0-5) | Points |
|---|--------------------|-------|-----------------|--------|
| 1. Demonstrated Ability to meet scope of work (20 points possible) | | ---- | ---- | ---- |
| Demonstrated experience providing consultations as requested by Hospital physicians | 5points possible | | X 1 | |
| Demonstrated experience providing diagnostic testing, treatment, and preventative services in eye care to Hospital patients | 5 points possible | | X 1 | |
| Demonstrated experience providing eye lenses, frames, contacts etc. | 5 points possible | | X 1 | |
| Demonstrated experience writing standards for optometry services, assisting in monitoring the quality of patient care and teaching and consulting with the medical and nursing staff and other professionals. | 5 points possible | | X 1 | |
| 2. Demonstrated Technical Capability (15 points possible) | | ---- | ---- | ---- |
| Education and Training in Optometry | 5 points possible | | X 1 | |
| Experience in providing Optometry services | 5 points possible | | X 1 | |
| Ability of the provider to meet with patients at the Utah State Hospital at regularly scheduled clinic times as demonstrated by past experience. | 5 points possible | | X 1 | |
| | | | | |
| 3. Qualification and Expertise of Staff (15 points possible) | | ---- | ---- | ---- |
| Documentation of membership in good standing with a national optometric association | 5 points possible | | X 1 | |
| Provider's experience in working with the mentally ill as detailed with previous clients. | 5 points possible | | X 1 | |
| Provider's ability to meet with clients on a regularly scheduled clinic times as indicated by previous experience. | 5 points possible | | X 1 | |
| | | | | |
| 4. References (10 points possible) Minimum of 3 | 10 points possible | | | |
| | | | | |

| | | | | |
|--|-----------------------|--|--------------|--------------------------|
| 5. Cost (40 points possible) Hourly rate Cost per eye exam % discount from published price on glasses % discount from published price on frames % discount from published price on contacts % discount from published price on repairs % discount from published price on warranties | 40 points possible | | | * Inserted by Purchasing |
| TOTAL EVALUATION POINTS | (100 points possible) | | Total | |

*Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is : $\text{Cost Points} \times (2 - \frac{\text{Proposed Price}}{\text{Lowest Proposed Price}})$.

Cost Proposal

Cost is to be submitted based on the following:

Provider will offer services at an hourly rate. \$_____

Cost per eye exam _____

% discount from published price on glasses_____

% discount from published price on frames_____

% discount from published price on contacts_____

% discount from published price on repairs_____

% discount from published price on warranties_____

Please submit current published price list with proposal.